

Bradley W. Andersen, WSBA# 20640

bradley.andersen@landerholm.com

LANDERHOLM, P.S.

805 Broadway Street, Suite 1000

Vancouver, WA 98660

Telephone: (360) 816-2529

Facsimile: (360) 816-2529

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

Wykanush Ventures, LLC, an Oregon
limited liability company and TCAIXP LLC,
d/b/a Eden, an Oregon limited liability
company,

Plaintiffs,

v.

Karstan Walker, a/k/a Karstan Yauchzee, a
married person and Kristopher Walker, a/k/a
Chris Walker, a married person, and their
marital community and Ronald Yauchzee
Defendants.

Case No. 21-5710

COMPLAINT FOR DAMAGES

The Plaintiffs, Wykanush Ventures, LLC and TCAIXP LLC allege:

I. PARTIES

1.1 Plaintiff Wykanush Ventures, LLC (“Wykanush”) is an Oregon limited
liability company with its principal place of business in Multnomah County, Oregon.

Wykanush owns and operates a commercial cannabis grow facility in Multnomah
County, Oregon.

1.2 Wykanush was also the entity that contracted with the Defendant, Karstan
Walker, aka Karstan Yauchzee (Walker) to provide accounting and other financial

1 management services for itself, the Plaintiff, TCAIXP and two other Oregon marijuana
2 retail companies: Rose City USA, LLC (“Rose City”) an Oregon limited liability
3 company, with its principal place of business in Multnomah County, Oregon and HAH
4 Oregon, LLC (“HAH”) an Oregon limited liability company with its principal place of
5 business in Marion County, Oregon.

6 1.3 Plaintiff, TCAIXP LLC (“TCAIXP”) is an Oregon limited liability
7 company, with its principal place of business in Multnomah County Oregon. TCAIXP
8 operates two retail marijuana business in Multnomah County, Oregon.

9 1.4 The Defendant Karstan Walker, aka Karstan Yauchzee resides in Clark
10 County, Washington. Plaintiffs have information to believe she is married to Kristopher
11 Walker, and that they own community property together, and that the acts complained of
12 in the Complaint were on behalf of or benefited their marital community.

13 1.5 Defendant Kristopher Walker resides in Clark County. Plaintiffs have
14 information to believe that he is married to Karstan Walker and that they own community
15 property together and that the acts complained of in the Complaint were on behalf of or
16 benefited their marital community.

17 1.6 The Defendant Ronald Yauchzee is a resident of Weld County, Colorado.
18 He is Karstan Walker’s father.

19 II. JURISDICTION/VENUE

20 2.1 This court has subject matter jurisdiction under 28 U.S.C. § 1332 because
21 there is complete diversity between the parties and the amount in controversy exceeds
22 \$75,000.

23 2.2 Venue is also properly before this court under 28 U.S.C. § 1391 because
24 at least one of the Defendants resides in Clark, County Washington, which is within the
25 Western District of Washington.

26 ///

III. RELEVANT FACTS AND ALLEGATIONS

3.1 Wykanush contracted with Karstan Walker in 2019 to provide Wykanush, TCAIXP and the other above listed companies with bookkeeper and other financial management services. Walker was always an independent contractor and was therefore never paid as a W-2 employee. Wykanush paid Walker for her services. Walker therefore owed a contractual and fiduciary duty to the Plaintiffs and the other companies regarding the financial management and accounting of the Plaintiffs' various businesses.

3.2 Before being hired, Walker represented that she was an experienced, reliable, and qualified bookkeeper familiar with accounting principles, managing accounts and methodology and was proficient with QuickBooks and other accounting software.

3.3 Under the agreement, Walker was responsible to maintain each of the Plaintiffs' financial records through accounting software. She was also responsible to receive revenue and to pay bills, which included making rental, payroll, federal and state taxes, utility, vendor, supplier and other payments on the Plaintiffs' behalf. She was also responsible to deposit and account for checks or cash that each of the Plaintiffs' business received. Walker was also responsible to work with creditors and to provide reports and accounts to the Plaintiffs' owners and managers, including Laszlo Bagi and Sophia Bagi.

WYKANUSH THEFTS

3.4 Wykanush leases a large warehouse and cannabis production facility from TKM Investment properties, LLC (TKM) for its cannabis grow operation in Multnomah County. TKM is managed by Dan Boverman of Boverman & Associates, LLC ("Boverman") as TKM's receiver.

3.5 In February, 2020 Mr. Boverman notified Mr. Bagi that Wykanush's rent was several months in arrears and threatened to take eviction action. When questioned about the past due account, Walker represented to Mr. Bagi that there was a

1 misunderstanding and that she would immediately take steps to address the concerns
2 with the landlord.

3 3.6 Mr. Bagi learned a few months later that Wykanush had fallen even further
4 behind on its rent obligations and that Walker had presented Boverman with checks
5 returned by Wykanush's bank for insufficient funds. Besides failing to advise of these
6 bad checks, Walker did not advise Mr. Bagi that Wykanush's was behind on rents.

7 3.7 Mr. Bagi also learned that Wykanush had fallen far behind on its utility
8 payments to Portland General Electric (PGE) and that PGE was threatening to take
9 action against Wykanush.

10 3.8 Knowing Wykanush had generated sufficient revenue to pay the rent and
11 utilities, Mr. Bagi again confronted Walker about the accounts. Walker claimed she had
12 made the payments, that there was confusion and that the fault lied with Mr. Boverman
13 and PGE.

14 3.9 To substantiate her claim, Walker provided Ms. Bagi with records that
15 she had falsified from QuickBooks to show that these accounts had been paid. Walker
16 also created other false documents to try and convince Mr. Bagi that PGE and Mr.
17 Boverman were wrong and that she had made the rent and utility payments, when in
18 fact she had not. This included her providing Mr. Bagi:

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1. Bank records showing payments but deceptively failing to disclose that these payments were for other purposes and were not paid toward rent or utilities;
2. Forged or altered written communications purporting to come from Wykanush's bank, MAPS Credit Union;
3. An altered cashier's check (Ck. No. 123045) from Wykanush's bank, MAPS showing a \$20,000 rent payment to TKM, when in fact the check had been issued to PGE;
4. A fabricated or phony Domestic Wire Transfer Request to MAPS designed to mislead Mr. Bagi to believe that Walker had applied to wire money to the landlord; and
5. Falsely entering or changing QuickBooks account or other records to falsely corroborate her claim that she had paid the landlord and PGE.

3.10 After learning from PGE and Mr. Boverman that the utility and rent payments had not been paid, and that the records she provided were false, Mr. Bagi again confronted Walker. Walker suddenly quit with no further explanations.

3.11 Upon further investigation, the Plaintiffs discovered the following:

Missing and Stolen PGE payments (\$94,945).

3.12 Walker had arranged for Wykanush's bank (MAPS) to issue a \$20,000 Cashier's Check to PGE (check No. 123045) on February 21, 2020. PGE cashed and applied that check to Wykanush's past due utility account.

3.13 However, when she was later confronted about not paying rent, Walker altered a copy of the Cashier's check issued to PGE to fraudulently change the listed "Payee" from "Portland General Electric" to "TKM.". The Plaintiffs verified this fraud with MAPS which reported that the Cashier's Check No. 123045 was indeed issued to PGE and not TKM, and that the instrument had been fraudulently altered to show TKM as a Payee.

3.14 The Plaintiffs also discovered, after Walker walked-out, that despite what she had represented to Mr. Bagi through her QuickBooks entries and in other conversations, Walker had failed to make all of the utility payments owed to PGE. After

1 comparing PGE's accounting records to Walker's reports, Wykanush discovered that
2 Walker had over-reported the amounts paid to PGE. In particular, for the period between
3 June 21, 2019 and February 23, 2020, the Plaintiffs discovered that Walker had reported
4 making \$94,945.50 more to PGE than was actually paid. Wykanush also confirmed that
5 it had generated sufficient revenue to make the PGE payments and therefore this
6 \$94,945.50 can only be accounted for as stolen.

7 3.15 The Plaintiffs therefore have sufficient information to believe that
8 Walker intentionally, fraudulently and knowingly converted, stole or embezzled the
9 missing \$94,945.50 PGE utility payments.

10 **Missing Rent Payments (\$146, 213.68)**

11 3.16 Wykanush also investigated the missing rent payments to the landlord by
12 comparing the landlord's records to the false accounting provided by Walker.

13 3.17 Wykanush discovered at least a \$146,213.68 discrepancy between what
14 the landlord showed was paid and what Walker claimed she paid on Wykanush's behalf.
15 Wykanush also determined that it had generated sufficient revenue to pay these rents
16 and therefore these monies are missing.

17 3.18 The Plaintiffs therefore have sufficient information to believe that Walker
18 intentionally, fraudulently and knowingly converted, stole, or embezzled the missing
19 \$146,213.68 rent payments.

20 **Other Embezzlement (\$8,775.00 student loan and \$2,500.00 dental payments)**

21 3.19 Walker also wrongfully used Wykanush's debit card on February 20, 2020
22 to pay for dental care provided to her father, the Defendant Ronald Yauchzee in the
23 amount of \$2,500, which payment was not authorized by the Plaintiffs.

24 **TCAIXP LLC THEFTS**

25 3.20 At all relevant times, the Plaintiff, TCAIXP LLC Oregon ran two
26 marijuana retail stores in Portland under the name Eden.

1 3.21 TCAIXP maintained a bank accounts at MAPS Credit Union.

2 3.22 Sophia Bagi managed these two stores on the Plaintiffs' behalf.

3 3.23 Walker was responsible to manage TCAIXP by properly accounting for
4 the revenue, paying the bills, and providing an accurate accounting for all payments
5 received and paid by each of the stores. Walker was also responsible to make payments
6 to vendors and other creditors through their MAPS bank accounts. Walker was also
7 responsible to maintain QuickBooks and other spreadsheets to track monies received
8 and paid, and to report to their manager, Sophia Bagi regarding the stores' finances.

9 3.24 Because of the nature of the cannabis business, all sales were in cash. This
10 meant each of the three stores had to account for each day's sales. The daily cash receipts
11 would be placed into separate security bank deposit bags (bank bags) provided by MAPS
12 Credit Union. Once placed in bank bags, the stores' manager would insert a bank deposit
13 slip consistent with the daily receipts in each bank bag for later deposit with MAPS.
14 These bags would then be sealed and placed into the stores' safe until they were delivered
15 to the bank for deposit. This meant the daily receipts from each of the three stores would
16 be deposited with the bank. MAPS would then count the cash in each bag to make sure
17 they matched the deposit slip and would provide an accounting of the amounts deposited.

18 3.25 Except on rare occasions, and only upon Ms. Bagi's advanced approval,
19 the stores would never use the cash generated by the stores to pay expenses. The
20 expenses instead were paid through bank checks, cashier check, debit cards, or wires. In
21 other words, all monies received by the stores would be deposited into the bank and
22 accounted for accordingly.

23 3.26 Walker was responsible to manage and properly account for the revenue
24 from each of the stores. She was also responsible to pay and account for all of the
25 accounts payable and to maintain TCAIXP's QuickBooks to accurately reflect the
26

1 amounts received, deposited with the bank and paid out, and to provide an accounting
2 for Ms. Bagi.

3 3.27 When questions arose, Ms. Bagi would contact Walker about revenue and
4 vendor payments, including discrepancies between the bank records and QuickBooks.
5 Walker would regularly answer Ms. Bagi's questions by providing false or misleading
6 information, excuses, or other falsehoods, including false statements on how much
7 money the stores had received, when the deposits were made, why they were not made,
8 how much had been deposited and how much had been spent. Walker lied to Ms. Bagi
9 to cover up her embezzlements.

10 3.28 On September 24, 2020, Walker took deposit bags from one of the stores
11 in the total amount of \$14,160. Walker was required to immediately deposit this money
12 with the bank. When the money came up missing, Ms. Bagi confronted Walker who
13 falsely claimed that the bank was unable to accept the deposit because its "Microsoft
14 365 was down." After Walker quit, Ms. Bagi contacted the bank and learned that Walker
15 had lied—that the bank did not even use Microsoft 365 for deposits. Ms. Bagi also
16 confirmed that the monies were not deposited. Moreover, Ms. Bagi learned that Walker
17 later changed the deposit slip showing different amounts in the bank deposit bags.

18 3.29 The Plaintiffs also discovered after Walker quit that, on August 4, 2020,
19 Walker had wrongfully used TCAIXP's bank account to pay her student loan in the
20 amount of \$8,775 ("US Dept of Edu – DMCS2 800 872-5372 DC").

21 **Other Fraudulent Acts**

22 3.30 Besides the above, Walker engaged in a pattern of other deceptive or
23 fraudulent acts designed to cover her embezzlements and to assist in defrauding the
24 Plaintiffs and others. This includes the following:

25 3.31 After quitting, Walker falsely told Ajabola Ibudini, a minority member of
26 Wykanush that she owned the computer she used to perform her work, and the

1 QuickBooks files contained on that computer, and asked Mr. Ibudini for assistance to
2 retrieve this computer. This was not true—Wykanush paid for the computer and
3 software. Plaintiffs believe Walker was attempting to take the computer to destroy or
4 alter the evidence of her actions.

5 3.32 After she quit, the Plaintiffs reviewed the books and accounts maintained
6 by Walker and found that Walker had not properly or reasonable maintained the
7 Plaintiffs' financial records and that many entries were missing, inaccurate, mis-
8 categorized, or falsified.

9 3.33 Walker also created and presented several false QuickBooks or other
10 spreadsheet reports to the Plaintiffs' managers, Laszlo Bagi and Sophia Bagi, to conceal
11 her embezzlements or to falsely convince them that vendors or other creditors were being
12 paid, when they were not. This included rent, utility, gas, garbage, Airgas, and alarm
13 company payments.

14 3.34 Walker would also represent to the Bagis that certain revenues, such as
15 monies received from high volume customers (e.g., Highly Distributed) were being used
16 to pay creditors, when in fact they were not.

17 3.35 Walker also falsified or altered records or communications from the bank
18 that the Plaintiffs later discovered were false.

19 3.36 Walker also lied about the timing of certain payments and would blame
20 others or come up with excuses on why certain payments were not timely made or
21 received.

22 3.37 Walker also presented Mr. Bagi with a copy of an \$84,000 Cashier's
23 Check from Bank of America that was to be used to pay for an Injunction Bond issue by
24 the Clark County Superior Court, but later claimed that she had deposited the money
25 into the wrong account. After Mr. Bagi paid the \$84,000 from his personal checking
26

1 account, Walker caused Wykanush to issue a bad check (No. 9231) to Mr. Bagi for
2 reimbursement.

3 3.38 The Plaintiffs also discovered that Walker had not filed Plaintiffs'
4 quarterly state or federal tax returns for 2019 and 2020, even though she had represented
5 to the Bagis otherwise.

6 3.39 The Plaintiffs also discovered that Walker had removed Mr. Bagi's name
7 from various accounts to prevent the Bagis him from receiving late notices or to learn
8 the truth about the status of the vendor accounts, such as PGE. To conceal her
9 embezzlement or failures, Walker also made sure to intercept incoming mail to prevent
10 the Bagis from learning the truth about the status of the Plaintiffs' accounts.

11 3.40 It also appears Walker ceased recording cash deposits in QuickBooks in
12 2020 in order to conceal her thefts.

13 3.41 Walker would also provide false excuses on why certain bills were not
14 paid or even mislead the Bagis that she had paid certain bills, when in fact she had not.

15 3.42 In 2020, the Walkers were attempting to purchase property in Clark
16 County Washington and were therefore attempting to qualify for a loan. It appears that
17 Walker falsified a W-2 Wage and Tax Statement from Wykanush for the 2019 tax year.
18 Besides falsely identifying herself as an employee of Wykanush instead of an
19 independent contractor, Walker falsely listed her salary as \$88,000, when she actually
20 only received \$47,000 in 2019.

21 3.43 Walker also has a criminal history that includes convictions in Oregon,
22 Washington and Idaho for crimes of dishonesty, including felonies, which Walker never
23 disclosed.

24 3.44 Walker represented to Mr. Bagi and Ms. Bagi that she was an experienced
25 bookkeeper, familiar with accounting principles and methodology, and proficient with
26 QuickBooks accounting software. She also represented that she was in the process of

1 obtaining a Washington Certified Public Accountant license, knowing this was not true
2 and that her criminal history disqualified her from obtaining a license.

3 3.45 Walker also failed to disclose her criminal record to the Oregon State
4 Liquor and Cannabis Commission when she applied for her license to participate in the
5 marijuana industry.

6 3.46 Evidence also exists that while working for Wykanush, Walker was
7 spending more than her legitimate earnings. This includes purchasing multiple vehicles
8 and a boat for herself and her husband, purchasing a vehicle for her father and co-
9 defendant Yauchzee, taking multiple and expensive vacations with her, sending her
10 husband and co-Defendant on a baseball junket, purchasing a new home, paying off her
11 student loan, buying new furniture, a bathroom remodel, purchasing a real estate option
12 on Clark County property, and other expenditures that seemed to exceed her income.

13 3.47 Besides the embezzled monies taken by Walker, the Plaintiffs have had to
14 retain accountants to correct and reconcile the Plaintiffs' financial records. Walker's
15 misconduct or omissions have also caused the Plaintiffs to suffer damages in the form
16 of late fees and interest on accounts payable, failure to file penalties from the IRS and
17 Oregon Department of Revenue, damaged reputation and bank overdraft and returned
18 check fees.

19 3.48 The Plaintiffs also discovered that Walker routinely emailed her father,
20 Yauchzee copies of the companies' financial records without the Plaintiffs' knowledge
21 or consent.

22 **IV. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION** 24 **CONVERSION/EMBEZZLEMENT/CONSPIRACY**

25 4.1 Plaintiffs incorporate the allegations set forth above as if fully set forth
26 herein.

///

1 4.2 Walker knowingly took monies belonging to Plaintiffs for her use, or that
2 of family, including the co-defendants without the knowledge or consent of Plaintiffs. The
3 Defendants received the benefit of these thefts. Based on her communicating confidential
4 information with her father, it appears that Walker and Yauchzee were conspiring to
5 convert the money or to conceal the conversions.

6 4.3 Despite demand, Walker has not refunded or returned the monies she
7 wrongfully took from Plaintiffs.

8 4.4 The Defendants have permanently deprived Plaintiffs of these monies.

9 4.5 As a result, the Plaintiffs have suffered damages in an amount to be
10 proven at trial but at least the following:

11 4.5.1 Wykanush - \$240,159.18

12 4.5.2 TCAIXP - \$24,000

13 4.6 Because the Defendants' actions are outrageous or because they acted
14 with malice or acted with a conscious disregard of the Plaintiff's welfare, the Plaintiffs
15 reserve the right under ORS 31.725 to request punitive damages.

16
17 **V. SECOND CAUSE OF ACTION**
18 **FRAUD/MISREPRESENTATION/CONSPIRACY**

19 5.1 Plaintiff incorporates the allegations set forth above as if fully set forth
20 herein.

21 5.2 Through a pattern of deception, including forged or altered documents,
22 Walker made numerous representations – as outlined above of existing facts – regarding
23 the Plaintiffs' financial accounts, receipts and payments.

24 5.3 These representations were material and false.

25 5.4 Walker knew her representations were false when made.
26

1 5.5 Walker intended that the Plaintiffs rely upon these false statements and
2 representations.

3 5.6 The Plaintiffs had a right to rely upon Walker's statements and
4 representations.

5 5.7 The Plaintiffs reasonably relied upon these false statements and
6 representations.

7 5.8 There is also evidence that Walker conspired with Yauchzee to help cover
8 up her thefts and that he benefitted from her embezzlement.

9 5.9 As outlined above, the Plaintiffs suffered damages as a result of relying
10 upon Walkers misrepresentation in an amount to be proven at trial and as described above.

11 5.10 Because the Defendants actions are outrageous or because Walker acted
12 with malice or acted with a conscious disregard of the Plaintiff's welfare, the Plaintiffs
13 reserve the right under ORS 31.725 to request punitive damages.

14 **VI. THIRD CAUSE OF ACTION**
15 **BREACH OF CONTRACT**

16 **(Walker Only)**

17 6.1 Plaintiffs incorporate the allegations set forth above as if fully set
18 forth herein.

19 6.2 The Defendant entered into an agreement with the Plaintiffs to
20 provide accounting and other financial services for Plaintiffs, which included her
21 managing revenue and expenditures, maintain accounting records and reporting to the
22 Plaintiffs' owners and managers.

23 6.3 Plaintiffs fulfilled their obligation under the Agreement, or their
24 performance is excused.

25 6.4 As detailed above, the Defendant breached the agreement by (1)
26 taking monies belonging to the Plaintiffs, (2) failing to properly account for monies

1 received and paid, (3) failing to timely pay Plaintiffs' vendors or creditors, (4) failing to
2 provide honest and accurate reports to the Plaintiffs, and (5) failing to properly maintain
3 the Plaintiffs' books.

4 6.5 The Defendant's breaches of this agreement have caused the
5 Plaintiffs to suffer direct and consequential damages as detailed above, including but not
6 limited to the missing monies, and the expense of having to correct or reconcile the
7 Plaintiffs' financial records.

8 **VII. FOURTH CAUSE OF ACTION**
9 **BREACH OF FIDUCIARY DUTY**

10 **(Walker Only)**

11 7.1 Plaintiff incorporates the allegations set forth above as if fully set
12 forth herein.

13 7.2 As their hired bookkeeper, Walker was provided access to personal
14 and financial information belonging to the Plaintiffs, its members and managers.

15 7.3 Walker owed the Plaintiffs a fiduciary duty to safeguard the
16 personal and financial information, keep it confidential, and not use it adversely against
17 the Plaintiffs. She also had a duty to properly account for all of the Plaintiffs revenue and
18 expenses and to convert information, money or property.

19 7.4 In breach of her duty Walker routinely communicated with others,
20 including her father, about Wykanush's financial records without Plaintiffs' consent.

21 7.5 As detailed above, the Plaintiffs have suffered damages in an
22 amount to be proven at trial.

23 7.6 Because the Defendants actions are outrageous or because she
24 acted with malice or acted with a conscious disregard of the Plaintiff's welfare, the
25 Plaintiffs reserve the right under ORS 31.725 to request punitive damages.

26 ////

**VIII. FIFTH CAUSE OF ACTION
UNJUST ENRICHMENT/CONSTRUCTIVE TRUST**

8.1 Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8.2 Defendants received material benefits from Plaintiffs in the form of converted monies, and/or real property, personal property, and services purchased with Plaintiffs' monies.

8.3 Defendants knowingly and willingly received the above described material benefits and it would be unjust and contrary to equity to allow Defendants to retain the monies, real property, personal property, and services without compensating Plaintiffs.

**IX. PLAINTIFFS REQUEST AND DEMAND THAT THEIR CLAIMS BE
SUBMITTED TO A JURY**

9.1 The Plaintiffs hereby request a jury trial.

X. PLAINTIFFS RESERVE THE RIGHT TO AMEND THE COMPLAINT

10.1 Plaintiffs' investigation of the Defendant is continuing and as described above, they have reason to believe the Defendant misappropriated additional sums of money, including taking money from some of the other related companies described above. They therefore expect to amend this Complaint to add additional claims.

XI. PRAYER FOR RELIEF

Based upon the described allegations and claims, the Plaintiffs request the following relief:

1. For a judgment against the Defendants and in favor of the Plaintiffs for direct and consequential damages.

2. For an award of pre and post judgment interest at the maximum rate allowed by law against Defendants, and in favor of Plaintiffs.

1 3. For a Constructive Trust to be imposed on all property, including any real
2 property, vehicles or boats.

3 4. An award against Defendants, and for Plaintiff, Wykanush Ventures, LLC
4 for its statutory attorney fees and costs incurred in bringing this action.

5 5. All other relief available in equity or law.

6 6. Plaintiff respectfully request trial by jury on all claims and issues so
7 triable.

8 7. Plaintiffs also reserve their right under ORS 31.725 to recover punitive
9 damages under Oregon law.

10 DATED this 24th day of September, 2021.

11 LANDERHOLM, P.S.

12 /s/ Bradley W. Andersen

13 BRADLEY W. ANDERSEN, WSBA #20640

14 Attorneys for Plaintiff
15
16
17
18
19
20
21
22
23
24
25
26

PLAINTIFFS' VERIFICATION

The Plaintiffs, by and through their managing members, hereby swear and verify that they have reviewed the Complaint and either have personal knowledge or have good reason, though information or documentation, to believe the allegations are true and that this Complaint is being filed in good faith.

Wykanush Ventures, LLC

TCAIXP LLC, d/b/a Eden

Laszlo Bagi
Managing Member

Dated: 9/23/21

Sophia Bagi
Managing Member
Dated: 9/23/21